

No. 9(1)82-6 Lab/4134.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Faridabad in respect of the dispute between the workman and the management of M/s Mac Metal Works, Plot No. 2, Sarai Khawaja, Faridabad.

IN THE COURT OF SHRI HARI SINGH KAUSHIK, PRESIDING OFFICER,
LABOUR COURT, HARYANA, FARIDABAD

Reference No. 120 of 1981

between

SHRIMATI RAM WATI, WORKMAN LADY AND THE RESPONDENT MANAGEMENT OF M/S MAC METAL WORKS, PLOT NO. 2, SARAI KHAWAJA,
FARIDABAD

Sari H. R. Dua, for the workman.

Shri J.S. Saroha, for the respondent management.

AWARD

This reference No. 120 of 1981 has been referred to this Court by the Hon'ble Governor of Haryana, — *vide* his order No. ID/FD/36-81/9371, dated 24th February, 1981, under section 10(i)(c) of the Industrial Disputes Act, 1947 existing between Shrimati Ram Wati, workman and the respondent management of M/s Mac Metal Works, Plot No. 2, Sarai Khawaja, Faridabad. The terms of the reference was :—

Whether the termination of services of Shrimati Ram Wati was justified and in order ? If not, to what relief is she entitled ?

Notices were issued to the parties on receiving this reference order. The parties appeared and filed their pleadings. The case of the workman according to the demand notice is that the workman lady joined the packing department of the respondent concerned from the last two years. The respondent was paying much less salary than the minimum wages. The workman lady objected for the wrongfull deduction and less payment then the management removed the services on 11th December, 1980. The termination is illegal, wrongfull *mala fide* and the workman is entitled for the back wages and continuity of services.

The case of the respondent according to the written statement is that the concerned factory started its operation in the month of July, 1979 and the first sale of the manufactured goods was effected on 19th August, 1979. How the lady workman worked under the employment for the last two years. The claimant was employed as helper in the packing department against the temporary vacancy from 13th May, 1980 for a period of six months and her rate of wages was Rs. 280 per month which was agreed by her by accepting the appointment latter dated 13th May, 1980 and was paid accordingly. On the enquiry of fixed temporary appointment the claimant was paid all her dues which were accepted by her without any complaint. During the service she never complained whatsoever as she was appointed on a fixed period of six months. So her services automatically come to end on the expiry of said period. It is not a case of termination and does not come under section 2(a) of the Industrial Disputes Act. So the reference may be rejected.

On the pleadings of the parties, following issues were framed :—

- (1) Whether the termination of services of the workman is justified and in order ?
If not, to what relief is she entitled ?

(2) whether the claimant is gainfully employed ? If so, to what effect ?

(3) Relief ?

My findings issuewise are as under :—

Issue No. 1 :

Issue No. 1 is as per reference ? On this issue the representative of the respondent argued that the claimant has pleaded that she was terminated for her trade union, but in her cross-examination she has admitted that she is not a member of the union. The management has pleaded that they started their production in August, 1979 and first sale invoice is Ex. M-9. The factory itself is fifteen months old on the day of demand notice Dec., 1980 and the packing helpers are appointed only after production has started. The respondent case is that the claimant was appointed as temporary helper, — *vide* Ex. M-1 the appointment letter and Ex. W-2 the application for the job of the claimant. The claimant was paid wages, — *vide* Ex. M-3 to M-8 which are admitted by the claimant in her statement as WW-1 which was also paid her full and final accounts including leave salary at the expiry of six months. The respondent witness MW-1 and MW-2 has corroborated the contention of the respondent. The claimant in her statement as WW-1 has admitted is signatures on all documents of the respondent from Ex. M-1 to M-8 in her cross-examination. But she has denied the receipt of full and final payment she has not made any report to any of the authority for obtaining her signatures forcibly. There are lot of contradiction in the statement. Somewhere she has stated that she was paid less for 5 or 6 months. Somewhere in the cross-examination she has stated that she paid less for two years. In her demand notice she has stated that she was stated for her trade union activities and during the cross-examination she has stated that she was not a member of the union. She was appointed for a fix period of six months and her services automatically come to an end on the expiry of six months. There is no illegal in the action of the respondent. The appointment of the claimant is as per clause 3-C and was terminated as per clause 17(2) of the Model Standing order of Haryana Govt. applicable to this company for terminating the services of the workman who is employed for a fix period. No notice was required when it forms part of contract of service. He has referred Crompton Engineering Co. (Madras) Pvt. Ltd. *V/s* Additional Labour Court, Madras and other—1974 (46) FJR, Page 87 in which Hon'ble Madras High Court has held that :—

“When temporary employees who are employed for a fixed period or for a specific work and whose employment automatically comes to an end on the expiry of the period, are not entitled to reinstatement even if they had been so employed for a long period.”

The representative of the workman argued that as stated by the workman as WW-1 she joined the services three years back and the factory used to pay less than the rates provided by the Haryana Government. The factory did not give any appointment letter to the claimant and no termination letter was given to her. They used to pay salary on registers and she was terminated when she demanded full wages according to Govt. notification. He further argued that she was old employee of the respondent and it violation of statutory provisions of 25-F of the Industrial Disputes Act. The respondent did not give any reason for her termination which is lapse on the part of the Company. They have not given any reason why they appointed the claimant for the fix period. The claimant was not appointed as shown in Ex. M-1 on 13th May, 1980 and as stated by the claimant her signatures were taken by the respondent on Ex. M-1 by duress and she was not given any letter of appointment. The claimant has not admitted the signatures on Ex. M-3 which is application of the claimant dated 7th May, 1980 for the appointment as Helper. The termination of the claimant was due to the union activities and because she demanded the full wages according to the

Government Notification. So the termination is illegal malafide and the claimant is entitled for the reinstatement with full back wages and continuity of services.

After hearing the arguments of both the parties, and going through the file, I am of the view that the claimant gave the demand notice and after that she came to give his own witness only. There is no documentary or oral evidence to prove the contention of the claimant. On the file and as argued by the representative of the respondent that so many contradictions in her statement, which creates the doubt on her statement and in this way her only statement can not be believed as truth that she was employed in April, 1979 as permanent employee and was paid less wages. Ex. M-3 to M-8 are the vouchers on which the claimant has admitted her signature without any objection. She has also stated that she had received the amount of this voucher. Without any proof she did not make any complaint to any authority in writing so it cannot be believed that less wages were paid to the workman and which was the grounds for her termination. Ex. M-1 the appointment letter is very clear in this respect that she was appointed for a fix period of six months and after the expiry of that period the service automatically finished. So this issue is decided in favour of the respondent and against the workman.

Issue No. 2 :

Issue No. 2 is for the gainful employment. Both the parties did not lead any evidence and did not press at the time of arguments.

In these circumstances for the decision of issue No. 1 in favour of the respondent, the claimant is not entitled to any relief. No order as to cost. This be read in answer to this reference.

Dated the 10th April, 1982.

HARI SINGH KAUSHIK,

Presiding Officer,
Labour Court, Haryana, Faridabad.

Endorsement No. 840, dated 19th April, 1982

Forwarded (four copies) to the Commissioner and Secretary to Government, Haryana, Labour and Employment Department, Chandigarh as required under section 15 of the Industrial Disputes Act.

HARI SINGH KAUSHIK,

Presiding Officer,
Labour Court, Haryana, Faridabad.

H. L. GUGNANI,

Commissioner and Secretary to Government, Haryana,
Labour & Employment Department.